

AMENDMENT NUMBER 1 TO AGREEMENT DIR-VPC-02-012

between

**THE STATE OF TEXAS, ACTING BY AND THROUGH
THE DEPARTMENT OF INFORMATION RESOURCES**

and

QA SYSTEMS

This Amendment Number 1 is hereby affixed to and shall become part of Agreement Number DIR-VPC-02-012, dated December 21, 2001, (Agreement) between the State of Texas, acting by and through the Department of Information Resources (DIR) and QA Systems.

The Contract is hereby amended and the parties agree as follows:

Section I, **PURPOSE OF THIS CONTRACT**, shall be replaced with the following:

Vendor shall provide information resources technologies only as specified in Contract Posting Document DIR-TMP-02-016, attached as Exhibit "A", DIR-TMP-02-026, attached as Exhibit "B", and DIR-TMP-02-027, attached as Exhibit "C", to customers in accordance with the terms of this contract. Vendor shall provide information resources technologies only upon the issuance and acceptance by vendor of valid purchase orders. A customer may purchase any quantity of product or service available from vendor at the prices negotiated by the DIR ("DIR Discounted Price"). For large orders, vendor and a customer may negotiate quantity price discounts above the DIR pricing discounts for a purchase order. From time to time, vendor may offer other discounts on particular information resources technologies for qualifying customer (e.g., announced promotion prices, educational discount prices, or similar discount pricing).

Vendor is required to be a Certified Dell Reseller, Certified Gateway Reseller, and Certified IBM Reseller, and shall maintain certification for the term of the contract.

Section II, **TERM OF CONTRACT**, shall be replaced with the following:

This contract shall begin December 21, 2001 and end December 21, 2004 unless extended at the option of DIR, two optional one-year renewals, through December 21, 2006.

Section IV, **DEFINITIONS**, shall be replaced with the following:

g) "Manufacturer" refers to Dell Computer Corporation, Gateway Companies, Inc, and International Business Machines Corporation (IBM).

Section X, **QUOTATIONS, SHIPPING, AND RETURN POLICIES**, shall be replaced with, **QUOTATIONS, WARRANTY, AND RETURN POLICIES**. The paragraph shall be replaced with the following:

Vendor will adhere to their then-currently published policies concerning quotations. Warranties and return policies will adhere to Manufacturer's or Publisher's then-currently published policies. Vendor will be responsible for machine warranty transfer of ownership for Customers of all units procured through this contract. Policies for Customer will not be

more restrictive nor more costly than those policies for any other like individual, corporation, partnership, governmental entity, or other legal entity for the same product or service.

Section XXXIV, **TRAINING AND TRADE SHOW PARTICIPATION**, shall be replaced with the following:

The Vendor may be required to provide product overview training to DIR at no cost. The training will be held within the Austin area at times mutually acceptable to DIR and Vendor.

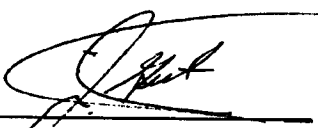
Vendor understands and agrees that it must participate fully by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows directed toward entities that qualify as DIR Customers. The DIR logo must be displayed in a location that is adequately and visually promoting the contract between said parties. DIR reserves the right to require a change in the location of the DIR logo if the logo is not, in the opinion of DIR, adequately displayed.

A new Section, Section XXXVIII, **LIMITATION OF LIABILITY**, is added as follows:


The Vendor shall protect the State of Texas from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Vendor, and if DIR's costs associated with such defense are paid by the Vendor.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

QA SYSTEMS

By: 
Name: Marcos Gutierrez
Title: President
Date: 2/27/2002

**THE STATE OF TEXAS, acting by
and through the DEPARTMENT
of INFORMATION RESOURCES**

By: 
Name: Patrick W. Hogan
Title: Director of Business Operations
Date: 2-26-02
Legal: 